

DAVID B. GOLUBCHIK (State Bar No. 185520)  
JEFFREY S. KWONG (State Bar No. 288239)  
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION**

1           **PLEASE TAKE NOTICE THAT** on January 14, 2015 at 2:00 p.m., Atherton  
2 Financial Building, LLC (“the Debtor”) the debtor and debtor in possession in the above-  
3 captioned chapter 11 bankruptcy case, hereby files the Debtor’s Motion For Order (1)  
4 Authorizing Disbursement Of Funds To Creditors; And (2) Dismissal Of Bankruptcy Case.

5           In Summary, the Debtor owned a commercial building located at 1906 El Camino Real,  
6 Menlo Park, CA 94027 (the “Property”). At a hearing held on December 3, 2014, the Court  
7 authorized the sale of the Property for the aggregate purchase price of \$14.3 million. The  
8 foregoing sale closed on December 8, 2014, and all secured claims and tax claims have been  
9 satisfied. Pursuant to the Court’s order, the Debtor’s counsel is holding over \$3.5 million in its  
10 client trust account pending further order of the Court.

11           After payment of claims from escrow, the Debtor’s remaining claims total \$246,922.53.  
12 This amount takes into account: (1) the consensually agreed-upon amount for Hue & Cry’s  
13 unsecured claim of \$2,429.98; and (2) the outstanding balance of \$0 currently owed to Travelers  
14 Casualty Insurance Company of America (“Travelers”). The foregoing excludes the Debtor’s  
15 counsel’s attorneys’ fees and costs, which for purposes of full disclosure, are estimated to be  
16 approximately \$25,000 over the \$75,000 retainer received. Pursuant to this Motion, the Debtor  
17 seeks Court authority to pay all estate claims in full and dismiss this case.

18 Dated: December 23, 2014

ATHERTON FINANCIAL BUILDING, LLC

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20  
21 By: /s/ Jeffrey S. Kwong  
22           DAVID B. GOLUBCHIK  
23           JEFFREY S. KWONG  
24           LEVENE, NEALE, BENDER, YOO  
25           & BRILL, L.L.P.  
26           Attorneys for Chapter 11 Debtor  
27           and Debtor in Possession  
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Atherton Financial Building, LLC (the “Debtor”) the debtor and debtor in possession in  
3 the above-captioned chapter 11 bankruptcy case, hereby files its Motion For Order (1)  
4 Authorizing Disbursement Of Funds To Creditors; And (2) Dismissal Of Bankruptcy Case.

5 **I.**

6 **STATEMENT OF RELEVANT FACTS**

7 On the Petition Date, the Debtor was the owner of a commercial building located at 1906  
8 El Camino Real, Menlo Park, CA 94027 (the “Property”). The Property consists of a two-story  
9 class D stud and wood panel office building of approximately 11,855 square feet (the “Building”).

10 The Debtor’s reorganization efforts focused on the sale of the Property to provide  
11 maximum distribution to creditors.

12 At a hearing held on December 3, 2014, the Court authorized the sale of both hotels for the  
13 aggregate purchase price of \$14.3 million. A true and correct copy of the sale order is attached  
14 hereto as **Exhibit “A”**. The foregoing sale closed on December 8, 2014 and all secured claims and  
15 tax claims have been satisfied. A true and correct copy of the closing statement is attached hereto  
16 as **Exhibit “B”**. Pursuant to the Court’s order, Debtor’s counsel (Levene, Neale, Bender, Yoo &  
17 Brill L.L.P. (“LNBYB”)) is holding over \$3.5 million in its client trust account pending further  
18 order of the Court.

19 As set forth in the closing statement, the secured claims of San Mateo County Tax  
20 Collector, Bank SinoPac, David and Cathy Tsang, and Golden State Marble & Granite Inc. were  
21 paid through escrow. The remaining claims asserted against the Debtor’s estate are set forth in  
22 **Exhibit “C”** hereto, and total \$246,922.53. After payment of claims from escrow, the Debtor’s  
23 remaining claims total \$246,922.53. This amount takes into account: (1) the consensually  
24 agreed-upon amount for Hue & Cry’s unsecured claim of \$2,429.98; and (2) the outstanding  
25 balance of \$0 currently owed to Travelers. True and correct copies of the sale invoices provided  
26 to the Debtor by Hue & Cry are set forth in **Exhibit “D”** hereto. The Debtor has drafted and  
27 sent a copy of the stipulation (the “Stipulation”) – affirming that the outstanding balance on  
28

Travelers' claim is \$0 – to Travelers for its signature, and expects to file the Stipulation before the hearing date.

The foregoing excludes the Debtor's counsel's attorneys' fees and costs, which for purposes of full disclosure, are estimated to be approximately \$25,000 over the \$75,000 retainer received. Pursuant to this Motion, the Debtor seeks Court authority to pay all estate claims in full and dismiss this case.<sup>1</sup>

In light of the fact that the assets of the Debtor's estate have been fully administered, the Debtor is prepared to make final 100% distribution to creditors and dismiss the case.

## II.

### DISCUSSION

Section 1112(b) of the Bankruptcy Code provides in relevant part as follows:

[O]n request of a party in interest, and after notice and a hearing, . . . the court shall convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter, whichever is in the best interests of creditors and the estate, if the movant establishes cause.

11 U.S.C. § 1112(b). Section 1112(b) of the Bankruptcy Code contains 16 examples of what constitutes "cause." Notably, the 16 examples of "cause" for dismissal set forth in the Bankruptcy Code generally relate to bad acts by a debtor. This is not surprising because dismissal is usually seen as the ultimate penalty when a debtor fails to proceed as required by the Bankruptcy Code and Bankruptcy Rules. See In re Kimble, 96 B.R. 305, 307 (Bankr. D. Mont. 1988). The foregoing examples of cause for dismissal are not exclusive and "[a] court may consider other factors as they arise and may 'use its equitable powers to reach an appropriate result in individual cases.'" In re Mechanical Maintenance, Inc., 128 B.R. 382, 386 (E.D. Pa. 1991) (quoting S. Rep. No. 989, 95th Cong., 2d Sess. 117, reprinted in 1978 U.S. Code Cong. & Admin. News 5787, 5903); see also 11 U.S.C. § 102(3).

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<sup>1</sup> The Debtor has agreed to make an additional payment of \$2,161.15 to Immix Leasing, once this Motion has been granted and the case is dismissed. The funds used to pay Immix Leasing will come from the distribution to equity.

Once it is determined that “cause” exists, the Court must determine whether to convert or dismiss the case based on what is in the best interests of creditors and the estate. In re Staff Investment Co., 146 B.R. 256, 260 (Bankr. E.D. Cal. 1993); In re Evans, 2002 WL 33939733, \*1 (Bankr. D. Idaho 2002). This determination is committed to the Court's wide discretion. Pioneer Liquidating Corp. v. United States Trustee (In re Consolidated Pioneer Mortgage Entities), 248 B.R. 368, 375 (9th Cir. BAP 2000); Kimble, 96 B.R. at 307. A “[d]ebtor’s request [to dismiss its Chapter 11 bankruptcy case] should ordinarily be granted unless some ‘plain legal prejudice’ will result to the creditors.” Kimble, 96 B.R. at 907 (quoting In re Geller, 74 B.R. 685, 688-89 (Bankr. E.D. Pa. 1987), citing In re Hall, 15 B.R. 913, 915-16 (9th Cir. BAP 1981); In re International Airport Inn Partnership, 517 F.2d 510, 512 (9th Cir. 1975)).

As discussed above, based on the closing of the sale transaction, the estate is comprised of cash. Based on the foregoing, the Debtor is prepared to make final distributions and close the administration of the estate. The Debtor believes that it makes no economic sense to propose a liquidating plan of reorganization, which will result in substantial fees and time delay in distribution to creditors. Similarly, the Debtor believes conversion to Chapter 7 makes no sense since there are no remaining tasks for a Chapter 7 trustee other than distribution of funds to creditors. The Debtor submits that distribution of funds on hand and subsequent dismissal of the case is appropriate under these circumstances and the most efficient manner of completing the administration of the case.

### III.

#### CONCLUSION

**WHEREFORE**, the Debtor respectfully requests that the Court enter an order:

- (1) Granting the Motion;
- (2) Authorizing the Debtor to disburse funds to creditors in accordance with

**Exhibits “C”** hereto;

(3) Authorizing the Debtor to pay the outstanding administrative fees and costs,  
including the Debtor's professional fees;

(4) Dismissing the case; and

(5) Granting such other and further relief as may be necessary or appropriate under  
the circumstances.

Dated: December 23, 2014

ATHERTON FINANCIAL BUILDING, LLC

By: /s/ Jeffrey S. Kwong  
DAVID B. GOLUBCHIK  
JEFFREY S. KWONG  
LEVENE, NEALE, BENDER, YOO  
& BRILL, L.L.P.  
Attorneys for Chapter 11 Debtor  
and Debtor in Possession

**DECLARATION OF BENJAMIN KIRK**

I, Benjamin Kirk, hereby declare as follows:

1. I am over 18 years of age. I have personal knowledge of the facts set forth below and, if called to testify, would and could competently testify thereto.

2. I am the managing member of Sunshine Valley, LLC, who has a 20% ownership interest in Atherton Financial Building, LLC (the "Debtor"). I also manage the operations of the Debtor. I have reviewed and am familiar with and am knowledgeable about the books and records of the Debtor, which books and records are made in the regular practice of business, kept in the regular course of business, made by a person with knowledge of the events and information related thereto, and made at or near the time of events and information recorded.

3. On the Petition Date, the Debtor was the owner of a commercial building located at 1906 El Camino Real, Menlo Park, CA 94027 (the "Property"). The Property consists of a two-story class D stud and wood panel office building of approximately 11,855 square feet (the "Building").

4. The Debtor's reorganization efforts focused on the sale of the Property to provide maximum distribution to creditors.

5. At a hearing held on December 3, 2014, the Court authorized the sale of the Property for the purchase price of \$14.3 million. A true and correct copy of the sale order is attached hereto as **Exhibit "A"**. The foregoing sale closed on December 8, 2014 and all secured claims and tax claims have been satisfied. A true and correct copy of the closing statement is attached hereto as **Exhibit "B"**. Pursuant to the Court's order, the Debtor's counsel (Levene, Neale, Bender, Yoo & Brill L.L.P. ("LNBYB")) is holding over \$3.5 million in its client trust account pending further order of the Court.

6. As set forth in the closing statement, the secured claims of San Mateo County Tax Collector, Bank SinoPac, David and Cathy Tsang, and Golden State Marble & Granite Inc. were paid through escrow. The remaining claims asserted against the Debtor's estate are set forth in **Exhibit "C"** hereto, and total \$246,922.53.

1           7.       This amount takes into account: (1) the consensually agreed-upon amount for Hue  
2       & Cry's unsecured claim of \$2,429.98; and (2) the outstanding balance of \$0 currently owed to  
3       Travelers. True and correct copies of the sale invoices provided to me by Hue & Cry are set  
4       forth in **Exhibit "D"** hereto. A copy of the stipulation (the "Stipulation") – affirming that the  
5       outstanding balance on Travelers' claim is \$0 – has been sent to Travelers for its signature, and I  
6       expect to file the Stipulation with this Court before the hearing date.

7           8.       In light of the fact that the assets of the Debtor's estates have been fully  
8       administered, the Debtor is prepared to make final 100% distribution to creditors, and dismiss the  
9       case.

10           I declare under penalty of perjury under the laws of the United States of America that the  
11       foregoing is true and correct to the best of my knowledge.

12           Executed on this 23<sup>rd</sup> day of December 2014, at West Covina, California.

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A handwritten signature in dark ink, appearing to read 'B. Kirk', with a horizontal line drawn underneath it.

BENJAMIN KIRK



# EXHIBIT "A"

1

1 A hearing was held on December 3, 2014, at 2:00 p.m., before the Honorable Thomas B.  
2 Donovan, United States Bankruptcy Judge, to consider the Motion (“Motion”) For Order  
3 Authorizing Sale of Real Property Free and Clear of All Liens, Claims, Encumbrances and  
4 Other Interests; and Assumption and Assignment of Unexpired Real Property Lease Pursuant to  
5 11 U.S.C. §§ 363 and 365 filed by Atherton Financial Building, LLC (the “Debtor”), the debtor  
6 and debtor in possession in the above-captioned, chapter 11 bankruptcy case. Appearances  
7 were as set forth on the Court’s record.  
8

9 This Court, having considered the Motion and all declarations, supplements and other  
10 evidence in support of the Motion for sale of the Debtor’s real property located at 1906 El  
11 Camino Real, Menlo Park, CA 94027 (the “Property”) to buyer Rum Raisins Land Trust (the  
12 “Buyer”) for fourteen million three hundred thousand dollars (\$14,300,000) (the “Purchase  
13 Price”), the Limited Objection to the Motion filed by David and Cathy Tsang (collectively, the  
14 “Tsangs”) and the Debtor’s Reply thereto, the statements, representations and arguments of  
15 counsel at the hearing on the Motion, the entire record in this case, notice and service of the  
16 Motion and the hearing on the Motion having been proper, the Court not being aware of any  
17 reason to doubt that the parties to the sale transaction are progressing with the transaction in  
18 good faith, and other good cause appearing,  
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21 **IT IS HEREBY ORDERED AS FOLLOWS:**

- 22 1. The Motion is granted as set forth below.
- 23 2. The terms and conditions of, and the transactions contemplated by the  
24 Commercial Property Purchase Agreement (the “Agreement”) dated October 31, 2014, as well  
25 as all addendums thereto, between the Debtor and the Buyer, which are attached to the Motion  
26 as **Exhibit “A”**, is hereby authorized and approved in all respects; and, pursuant to sections 363  
27 and 365 of the Bankruptcy Code, the Debtor is hereby fully authorized and empowered to (a)  
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1 execute, deliver, perform under, consummate, and implement the Agreement, (b) execute all  
2 additional instruments and documents that may be reasonably necessary or desirable to  
3 implement the Agreement and the transactions contemplated thereby, (c) take all further actions  
4 as may be necessary or appropriate for the purpose of assigning, transferring, granting or  
5 conveying its interest in the Property to the Buyer as contemplated by the Agreement, and (d)  
6 take such other and further steps as are contemplated thereby to fulfill its obligations or as may  
7 be necessary to effectuate the terms of this order.  
8

9         3. Pursuant to section 363(f)(3) of the Bankruptcy Code, and Bankruptcy  
10 Rule 6004, upon the closing of the sale transaction (the “Closing”), and payment of the required  
11 consideration, the conveyance and assignment of the Property pursuant to the Agreement will  
12 be a legal, valid, and effective transfer of the Property to the Buyer, and will vest the Buyer with  
13 all right, title and interest of the Debtor in and to the Property free and clear of all mortgages,  
14 deeds of trust, security interests, conditional sale or other title retention agreements, pledges,  
15 liens, mechanics’, materialmen’s and other consensual and non-consensual liens and statutory  
16 liens, claims (including, but not limited to, any “claim” as defined in Section 101(5) of the  
17 Bankruptcy Code), reclamation claims, covenants, restrictions, hypothecations, charges,  
18 indentures, loan agreements, instruments, contracts, leases, licenses, options, rights of first  
19 refusal, offsets, recoupment, rights of recovery, orders and decrees of any Court or foreign or  
20 domestic governmental entity, claims for reimbursement, contribution, indemnity or  
21 exoneration, assignment, preferences, debts, charges, suits, rights of recovery, interests, alter-  
22 ego, environmental, successor liability, judgments, demands, encumbrances, constructive or  
23 resulting trusts, or other encumbrances or charges of any kind or nature, if any, including but  
24 not limited to any restriction on the use, transfer, receipt of income, or other exercise of any  
25 attributes of ownership, including, without limitation, all liens set forth in that certain  
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1 Preliminary Report attached to the Motion as **Exhibit "B"** (collectively, "Liens"). Such Liens  
2 include, without limitation, Liens in favor of San Mateo County Treasurer and Tax Collector  
3 (statutory property tax lien through the date of Closing); Bank SinoPac Los Angeles Branch  
4 ("Bank SinoPac"); Tsangs; and Golden State Marble Granite, Inc. All such Liens shall attach to  
5 the proceeds of the sale of the Property, with the same extent, validity and priority as the Liens  
6 were entitled to immediately prior to the Closing, until such time as the Liens are paid in full or  
7 as otherwise ordered by the Court.

9 4. Each and every federal, state and local governmental agency or department is  
10 hereby directed to accept any and all documents and instruments necessary and appropriate to  
11 consummate the transactions contemplated by the Agreement. A certified copy of this Order  
12 shall be accepted by any federal, state or local recording or filing authority as evidence of the  
13 discharge of all Liens and claims against the Property (collectively, together with Liens, the  
14 "Claims").

16 5. As a result of the foregoing, all persons or entities, including any Governmental  
17 Unit (as defined in section 101(27) of the Bankruptcy Code), holding any Liens against the  
18 Property or asserting any Claims against the Debtor are forever barred and estopped from  
19 asserting any such Liens or such Claims against the Buyer, the Property, or any other assets of  
20 the Buyer. This Court shall retain exclusive jurisdiction to enforce this Order to bar the  
21 enforcement or assertion of any such Liens or such Claims against the Buyer, or the Property.

23 6. On and after the Closing, the holders of Claims against the Debtor and Liens  
24 against the Property are directed to execute such documents and take all other actions as may be  
25 reasonably necessary to terminate and expunge such Liens and such Claims against the Property  
26 as such Claims or Liens may have been recorded or may otherwise exist. To the extent that any  
27 holder of such Claims against the Debtor or such Liens against the Property refuses to execute  
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1 such documents as may be necessary to terminate and expunge any such Liens and such Claims  
2 against the Property consistent with this Order, the Debtor and the Buyer are authorized to take  
3 such actions unilaterally, including without limitation, filing UCC-3 Termination Statements to  
4 release any Lien on the Property.

5  
6 7. The consideration to be paid by the Buyer pursuant to the Agreement constitutes  
7 reasonably equivalent value and fair consideration under the Bankruptcy Code and under the  
8 laws of the United States, any state, territory or the District of Columbia.

9  
10 9. The Debtor's assumption and assignment to the Buyer of the Debtor's non-  
11 residential real property lease (the "Lease") with the Debtor as the lessor and Noosphere  
12 Ventures ("Noosphere") as the lessee, is hereby approved, with such assumption and  
13 assignment to be effective as of the date of the Closing, pursuant to 11 U.S.C. § 365.

14  
15 10. Subject to the foregoing assumption and assignment of the Lease, any remaining  
16 executory contracts and unexpired leases to which the Debtor is a party (the "Rejected  
17 Agreements"), if any, are hereby deemed rejected, with such rejection to be effective as of the  
18 date of Closing.

19  
20 11. Any party to a Rejected Agreement must file a proof of claim based on such  
21 rejection not later than 30 days from the date of entry of this Order.

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23 12. The failure, specifically, to include any particular provisions of the Agreement in  
24 this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the  
25 Court that the Agreement be approved in its entirety.

26  
27 13. The Agreement and any related agreements, documents, or other instruments  
28 may be modified, amended, or supplemented by the parties thereto in accordance with the terms  
thereof without further order of the Court, provided that any such modification, amendment, or  
supplement does not reduce the Purchase Price (as defined in the Agreement) or substantially or

1 materially alter the essential terms therein or the terms of this Order. The Agreement and all  
2 transactions contemplated thereby, shall be binding upon any successors in interest, including  
3 without limitation any chapter 11 trustee, chapter 7 trustee or other responsible officer  
4 appointed for any of the parties thereto.

5  
6 14. The Buyer is hereby granted the benefits and protections of section 363(m) of the  
7 Bankruptcy Code, as a good faith purchaser, in connection with the Property. No portion of the  
8 Property to be sold and assigned pursuant to the Agreement shall be severable for mootness or  
9 any other purpose from any other portion of the Property, and the sale of the Property shall  
10 constitute but one nonseverable transaction under section 363 of the Bankruptcy Code.

11 15. This Court hereafter shall and does retain exclusive jurisdiction: (a) to interpret,  
12 construe, enforce and implement the terms and provisions of the Agreement and this Order, all  
13 amendments thereto, any waivers and consents thereunder, any agreements executed in  
14 connection therewith, and any and all disputes that may arise under the Agreement or this Order  
15 as between the Debtor and the Buyer; (b) to hear and determine any and all disputes between the  
16 Debtor and/or the Buyer, as the case may be, and any third parties relating to the Agreement;  
17 (c) compel delivery and payment of the consideration provided for under the Agreement; (d)  
18 resolve any disputes, controversies or Claims arising out of the Agreement; and (e) interpret,  
19 implement, and enforce the provisions of this Order; provided, however, in the event that this  
20 Court abstains from exercising or declines to exercise jurisdiction with respect to any matter  
21 provided for in this clause, or is without jurisdiction, such abstention, refusal or lack of  
22 jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of  
23 jurisdiction of any other court having competent jurisdiction with respect to any such matter.

24 16. Immediately upon the Closing, the Debtor (and any title company, closing agent  
25 or escrow agent) is authorized, directed and instructed to pay the following Claims, costs and  
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expenses:

- a. all ordinary and customary costs, fees and brokers' commissions associated with the transaction contemplated by the Agreement required for the Closing to occur and the transfer of the Property to the Buyer in accordance with the Agreement;
- b. All outstanding secured property taxes due and owing through the Closing;
- c. Payment to Bank SinoPac subject to a payoff demand and agreement of the Debtor and, absent such agreement, the claims of Bank SinoPac will attach to the proceeds of the sale as set forth in Paragraph 3 above;
- d. Payment to the Tsangs of \$6,843,507.42 upon close of escrow, in full satisfaction of their claim..
- e. Payment to Golden State Marble Granite, Inc. in the amount of \$10,000.

17. Upon the Closing, after the payments required by this Order and set forth above, the balance of the funds shall be transferred to Levene, Neale, Bender, Yoo & Brill L.L.P., the Debtor's general bankruptcy counsel, to be held in trust pending further order of this Court.

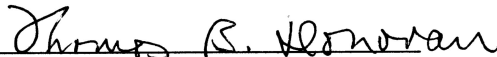
18. Benjamin Kirk is authorized and directed, for and in the name of the Debtor, to execute all documents, agreements and deeds related to the transaction contemplated by the Agreement and approved pursuant to this Order, as provided for in the Debtor's Resolutions attached to the Voluntary Petition [Doc. 1], and the escrow and title companies shall accept such authority for all purposes.



19. The 14-day stay periods of Rule 6004(h) and Rule 6006(h) of the Federal Rules  
of Bankruptcy Procedure are hereby waived.

###

Date: December 4, 2014

  
Thomas B. Donovan  
United States Bankruptcy Judge

# EXHIBIT "B"

# OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

361 Lytton Avenue, Suite 100 • Palo Alto CA • 94301 • (650) 321-0510 • FAX (650) 403-4008

Atherton Financial Building LLC

Date: December 8, 2014

Escrow No.: 0626026289-JG

Escrow Officer: Jacqueline Griffin

Closing Date: December 9, 2014

Property: 1906 El Camino Real, Menlo Park, CA 94027

## Estimated Seller's Closing Statement

Item	Debits	Credits
Sales Price		14,300,000.00
Loan payoff to Bank Sino Pac (\$2,824,209.64)		
Current Principal	2,704,296.43	
Interest 12/08/14 through 12/12/14, 5 days @ \$694.85 (est.)	3,474.25	
Interest 8-1-14 to 8-31-14	11,693.83	
Interest 9-1-14 to 12-8-14	68,305.94	
Statement Fee	30.00	
UCC Termination fee	100.00	
Reconveyance/Trustee Fee	45.00	
Other charges	100.00	
Title date down fee	500.00	
Appraisal fee	2,250.00	
Legal fees and costs	33,414.19	
Loan payoff to David Tsang and Cathy Chen Ling Tsang (\$6,843,507.42)		
Current Principal	6,843,507.42	
Broker's Commission 6.0%	858,000.00	
To Intero Real Estate	643,500.00	
To Peninsula Company	214,500.00	
Credit to seller from Intero Real Estate		6,645.00
Mechanic's Lien to Golden State Marble & Granite Inc. (\$5,362.46)		
Current Principal	5,000.00	
Interest 09/25/13 through 12/09/14, 441 days @ \$0.82 (est.)	362.46	
Mechanic's Liens to Golden State Marble & Granite Inc. (\$5,362.46)		
Current Principal	5,000.00	
Interest 09/25/13 through 12/09/14, 441 days @ \$0.82 (est.)	362.46	
Hazard Insurance to Liberty Mutual Insurance	555.75	
Replacement of defective motors to Peninsulators	7,061.00	
Lock repair to O'Neil's Lock & Key, Inc.	157.63	
New lamps and ballast to MEC Electrical	1,853.40	
Plumbing repair to Aquatek	226.00	
Sale proceeds pursuant to Order filed 12-4-2014 to Levene, Neale, Bender, Yoo & Brill, L.L.P.	3,568,667.59	
Invoice #1044107658 to ThyssenKrupp Elevator Corp.	334.53	
Real Estate Taxes (060-333-410)	97,990.62	
All 2013-2014	97,990.62	
Real Estate Taxes (060-333-410)	42,489.77	
1st Half 2014-2015	42,489.77	
Prorata R.E. Taxes, 12/09/14 to 01/01/15, 22 days @ \$236.0543 (est.)		5,193.19

Initials

**A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP**

# EXHIBIT "C"

Creditor	FILED CLAIM				SCHEDULED CLAIM			Payment Upon Dismissal	Notes
	Claim No.	Secured	Priority	General Unsecured	Schedule "D" Secured	Schedule "E" Priority	Schedule "F" Unsecured		
Bank SinoPac					\$2,715,985.00			\$0	Paid from escrow.
Golden State Granite & Marble, Inc.					\$10,000.00			\$0	Paid from escrow.
AT&T							\$135.39	\$135.39	
California Water Service Company							\$1,163.30	\$1,163.30	
COMCAST							\$738.52	\$738.52	
Discount Plumbing and Rooter Company							\$300	\$300	
Fry's Electronics							\$4,578.07	\$4,578.07	
Hue & Cry							\$4,402.06	\$2,429.98	Consensually agreed upon amount, based on attached invoices.
Immix Leasing							\$295.79	\$295.79	
North America Capital, LLC							\$230,196.97	\$230,196.97	
Recology San Mateo County							\$58.87	\$58.87	
TelePacific Communications							\$3,091.93	\$3,091.93	
Travelers							\$4,200	\$0	Stipulation was sent to Travelers.
Verizon Wireless							\$194.80	\$194.80	
San Mateo County Treasurer and Tax Collector	1	\$95,522.16						\$0	Paid from escrow.
Pacific Gas and Electric Company	2	\$2,735.32						\$2,735.32	
David & Cathy Tsang	3	\$6,872,439						\$0	Paid from escrow.
Thyssen Krupp Elevator Corporation	4			\$1,003.59				\$1,003.59	
								<b>\$246,922.53</b>	

# EXHIBIT "D"

Invoice Number 488508  
Sale Date 6/11/2014  
Due Date 10/31/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

**Service Address**  
ATHERTON FINANCIAL, LLC.  
SHELBY HO  
1906 EL CAMINO REAL  
MENLO PARK, CA 94026

Description	Qty	Price	Net	Tax	Total
12V 7AMP BATTERY	2	\$19.92	\$39.84	\$0.00	\$39.84
120VAC 85V TRANSFORMER	1	\$36.31	\$36.31	\$0.00	\$36.31
SERVICE CALL ON FIRE SYSTEM	1	\$210.97	\$210.97	\$0.00	\$210.97

For Service Provided As Per Work Order Number 110316  
Found facp with no ac power or dc power.  
Checked ac voltage but transformer is blown.  
Checked batteries and both are dead.  
Replaced transformer with new 120vac 85va Basler Electric .  
Installed 2 new Powersonic PS1270F1 12vdc 7amp hr batteries.  
Tested signals checked all voltage , all ok.  
System normal at departure.

<b>TOTALS</b>	\$287.12	\$0.00	\$287.12
<b>Prior Payments On This Invoice</b>			\$133.21
<b>Total Due For This Invoice</b>			\$153.91

Note: previous service on ac circuit breaker power issue .had to  
switch dedicated power to spare breaker on electrical sub panel.  
Recommend customer to have electrician check out bldg . electrical  
system.  
Signed by: No one onsite to sign.

Invoice auto transferred from SubscriberID 21097

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : GUGGENHEIM REALTY GROUP INC



Invoice Number 488508

Bill Payer ID: 28185

(Primary) CSID:

Date Remitted

Acct. Bal. \$2,019.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number  
Name On Card

Billing Zipcode

Exp Date

Card ID

Signature

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 488508



Invoice Number 488509  
Sale Date 6/12/2014  
Due Date 9/30/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

**Service Address**  
ATHERTON FINANCIAL, LLC.  
SHELBY HO  
1906 EL CAMINO REAL  
MENLO PARK, CA 94026

Description	Qty	Price	Net	Tax	Total
SERVICE CALL ON FIRE SYSTEM	1	\$36.34	\$36.34	\$0.00	\$36.34
ER SERVICE CALL ON FIRE SYSTEM	1	\$250.00	\$250.00	\$0.00	\$250.00

<b>TOTALS</b>	<b>\$286.34</b>	<b>\$0.00</b>	<b>\$286.34</b>
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For Service Provided As Per Work Order Number 110376  
Found facp with no ac power and still powered by back up  
batteries.  
Dedicated ckt breaker was tripped.  
Checked ac voltage but transformer is blown again in less than  
24hrs.  
Replaced transformer with used 120vac 85va Basler Electric .  
Wired temporary 120vac extension cord pigtail to facp transformer  
and plugged in to ac outlet below facp to try to determined where  
power issue might be.  
Tested signals ,checked all voltage , all ok.  
System normal at departure.  
Total travel and onsite time is 2 hours  
Note:  
Recommend customer to have electrician check out bldg . electrical  
system.  
I programmed ac loss reporting to 1hr after initial loss of power and  
Will need to monitor for ac loss signals.  
Will need to return and install new transformer and elec,trial issue  
resolved

Signed by: No one onsite to sign.

Invoice auto transferred from SubscriberID 21097

Invoice Number 488593  
Sale Date 6/19/2014  
Due Date 10/31/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

**Service Address**  
ATHERTON FINANCIAL, LLC.  
SHELBY HO  
1906 EL CAMINO REAL  
MENLO PARK, CA 94026

Description	Qty	Price	Net	Tax	Total
SERVICE CALL ON FIRE SYSTEM	1	\$345.00	\$345.00	\$0.00	\$345.00
		<b>TOTALS</b>	<b>\$345.00</b>	<b>\$0.00</b>	<b>\$345.00</b>

For Service Provided As Per Work Order Number 110408  
Met electrician Rick and property manager Wendy .  
Electrician checked out electrical system and could not find anything wrong .  
It appears issue might be with PG&E power coming into bldg. because the burglar alarm system company is also having to replace transformers and their power is from a different electrical sub panel than the house panel that the fire alarm is getting power from. Also irrigation control transformer is bad  
Wendy will contact PG&E to inspect. But will like facp powered up and protecting bldg. and temporarily disconnect exterior annunciator .until issue is resolved.  
I powered panel up with temporary power cord plugged in to surge protector power strip which is plugged in to receptacle below facp. Plugged in batteries and disconnected annunciator power at facp terminal. We will monitor for ac loss and central station must advise Wendy right way and service dept.  
Programmend real time clock ,date and left system in annunciator trouble condition at departure.  
I was onsite for 3 hours.  
Signed by: Wendy Wang

Invoice auto transferred from SubscriberID 21097

Invoice Number 489113  
Sale Date 6/30/2014  
Due Date 8/31/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total
Finance/Late Charges	1	\$13.78	\$13.78	\$0.00	\$13.78
Late fee assessed on invoice # 488508 due on 6/20/2014 with an outstanding balance of \$287.12					
Late fee assessed on invoice # 488509 due on 6/20/2014 with an outstanding balance of \$286.34					
Late fee assessed on invoice # 488593 due on 6/19/2014 with an outstanding balance of \$345.00					
Late Charges are computed at an Annual Rate of 18.00% and subject to a minimum charge of \$5.00		TOTALS	\$13.78	\$0.00	\$13.78

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Invoice Number 489113

Bill Payer ID: 24283

(Primary) CSID:

Date Remitted

Acct. Bal. \$516.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number

Name On Card

Billing Zipcode

Exp Date

Card ID

Signature

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 489113

Invoice Number 493652  
Sale Date 7/1/2014  
Due Date 10/31/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

**Service Address**  
ATHERTON FINANCIAL, LLC.  
SHELBY HO  
1906 EL CAMINO REAL  
MENLO PARK, CA 94026

Description	Qty	Price	Net	Tax	Total
SERVICE CALL ON FIRE SYSTEM	1	\$115.00	\$115.00	\$0.00	\$115.00

<b>TOTALS</b>		\$115.00	\$0.00	\$115.00
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For Service Provided As Per Work Order Number 110400  
Arrived onsite met Wendy .  
I briefly discussed issue and she said electrical contractor will be here on Monday.  
She informed me that she would like fire alarm system powered down.  
I advised her that bldg. would need to be on a fire watch over the weekend or system is back up. She understood and agreed to terms.  
Proceeded to disconnect batteries, turned off circuit breaker and disconnected transformer plug from facp mother board.  
Verified that both sprinkler risers are pressurized at gages, all interior and exterior sprinkler valves are in open state.  
Note : Fire alarm system non functional at time of departure.  
I was onsite for 30 minutes.  
Signed by: Wendy Wang

Invoice auto transferred from SubscriberID 21097

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : GUGGENHEIM REALTY GROUP INC



Acct. Bal. \$2,019.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number   
Name On Card

Signature

Invoice Number 493652

Bill Payer ID: 28185

(Primary) CSID:

Date Remitted

Billing Zipcode

Exp Date

Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 493652

Invoice Number 488146  
Sale Date 7/1/2014  
Due Date 11/30/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total
MONITORING OF LEASED FIRE ALARM SYSTEM BILLED MONTHLY IN ADVANCE For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 07/01/2014 to 07/31/2014 inclusive.	1	\$72.00	\$72.00	\$0.00	\$72.00
FIRE ALARM INSPECTION FEE BILLED MONTHLY FOR SEMI ANNUAL INSPECTIONS For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 07/01/2014 to 07/31/2014 inclusive.	1	\$34.50	\$34.50	\$0.00	\$34.50
TOTALS			\$106.50	\$0.00	\$106.50

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Acct. Bal. \$516.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number   
Name On Card

Signature

Invoice Number 488146  
Bill Payer ID: 24283  
(Primary) CSID:  
Date Remitted

Billing Zipcode   
Exp Date   
Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 488146



Invoice Number 493381  
Sale Date 7/31/2014  
Due Date 7/31/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total
Finance/Late Charges	1	\$15.37	\$15.37	\$0.00	\$15.37
Late fee assessed on invoice # 488146 due on 7/1/2014 with an outstanding balance of \$106.50					
Late fee assessed on invoice # 488508 due on 6/20/2014 with an outstanding balance of \$287.12					
Late fee assessed on invoice # 488509 due on 6/20/2014 with an outstanding balance of \$286.34					
Late fee assessed on invoice # 488593 due on 6/19/2014 with an outstanding balance of \$345.00					
Late Charges are computed at an Annual Rate of 18.00% and subject to a minimum charge of \$5.00		TOTALS	\$15.37	\$0.00	\$15.37

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Acct. Bal.	\$516.74	Amount Remitted	<input type="text"/>	Invoice Number	493381
Payment Method	Check <input type="checkbox"/>	Check Number	<input type="text"/>	Bill Payer ID:	24283
				(Primary) CSID:	
				Date Remitted	<input type="text"/>
Charge* <input type="checkbox"/>	Card Number	<input type="text"/>		Billing Zipcode	<input type="text"/>
	Name On Card	<input type="text"/>		Exp Date	<input type="text"/>
Signature <input type="text"/>				Card ID	<input type="text"/>

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 493381

Invoice Number

491541

Sale Date

8/1/2014

Due Date

9/30/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total
MONITORING OF LEASED FIRE ALARM SYSTEM	1	\$72.00	\$72.00	\$0.00	\$72.00
BILLED MONTHLY IN ADVANCE For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 08/01/2014 to 08/31/2014 inclusive.					
FIRE ALARM INSPECTION FEE	1	\$34.50	\$34.50	\$0.00	\$34.50
BILLED MONTHLY FOR SEMI ANNUAL INSPECTIONS For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 08/01/2014 to 08/31/2014 inclusive.					

TOTALS	\$106.50	\$0.00	\$106.50
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-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Invoice Number 491541

Bill Payer ID: 24283

(Primary) CSID:

Date Remitted

Acct. Bal. \$516.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number

Name On Card

Signature

Billing Zipcode

Exp Date

Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 491541

Invoice Number

497696

Sale Date

8/28/2014

Due Date

10/31/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

**Service Address**

ATHERTON FINANCIAL, LLC.  
SHELBY HO  
1906 EL CAMINO REAL  
MENLO PARK, CA 94026

Description	Qty	Price	Net	Tax	Total
12V 7AMP BATTERY	2	\$19.92	\$39.84	\$0.00	\$39.84
Service Call	1	\$174.19	\$174.19	\$0.00	\$174.19

<b>TOTALS</b>	<b>\$214.03</b>	<b>\$0.00</b>	<b>\$214.03</b>
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For Service Provided As Per Work Order Number 112142

Found facp without any back up or primary power.

Checked ac power at transformer .it was present but no power to main facp board.

It appears transformer is blow again. I did not have spare to replace.

Need to return with especial order part .temporarily powered from new batteries that I

Installed 2 new Power Sonic PS1270F1 battery.

Not sure how long it will power system in standby but customer needs to resolve the power issue from last time that the system was temporarily left using power pig tail plugged into power strip and exterior annunciator disconnected so it will not bother neighbors .

Note: system in trouble condition at time of departure.

Need to find out from customer what was the outcome of electrical company diagnosis of what was happening.

Signed by: No PM onsite to sign

Invoice auto transferred from SubscriberID 21097



Invoice Number

497502

Sale Date

8/29/2014

Due Date

8/29/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total
Finance/Late Charges	1	\$18.70	\$18.70	\$0.00	\$18.70
Late fee assessed on invoice # 488146 due on 7/1/2014 with an outstanding balance of \$106.50					
Late fee assessed on invoice # 488508 due on 7/31/2014 with an outstanding balance of \$287.12					
Late fee assessed on invoice # 488509 due on 7/31/2014 with an outstanding balance of \$286.34					
Late fee assessed on invoice # 488593 due on 7/31/2014 with an outstanding balance of \$345.00					
Late fee assessed on invoice # 491541 due on 8/1/2014 with an outstanding balance of \$106.50					
Late fee assessed on invoice # 493652 due on 8/1/2014 with an outstanding balance of \$115.00					
Late Charges are computed at an Annual Rate of 18.00% and subject to a minimum charge of \$5.00		TOTALS	\$18.70	\$0.00	\$18.70

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Acct. Bal. \$516.74 Amount Remitted

Invoice Number 497502

Bill Payer ID: 24283

Payment Method ☐ Check ☐ Check Number

(Primary) CSID:

Date Remitted

Charge\* ☐ Card Number   
Name On Card

Billing Zipcode

Exp Date

Card ID

Signature

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 497502

Invoice Number 495532  
Sale Date 9/1/2014  
Due Date 10/31/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total
MONITORING OF LEASED FIRE ALARM SYSTEM	1	\$72.00	\$72.00	\$0.00	\$72.00
BILLED MONTHLY IN ADVANCE For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 09/01/2014 to 09/30/2014 inclusive.					
FIRE ALARM INSPECTION FEE	1	\$34.50	\$34.50	\$0.00	\$34.50
BILLED MONTHLY FOR SEMI ANNUAL INSPECTIONS For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 09/01/2014 to 09/30/2014 inclusive.					
TOTALS			\$106.50	\$0.00	\$106.50

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Invoice Number 495532

Bill Payer ID: 24283

(Primary) CSID:

Date Remitted

Acct. Bal. \$516.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number

Name On Card

Signature

Billing Zipcode

Exp Date

Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 495532

Invoice Number 498315  
Sale Date 9/9/2014  
Due Date 10/31/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

**Service Address**  
ATHERTON FINANCIAL, LLC.  
SHELBY HO  
1906 EL CAMINO REAL  
MENLO PARK, CA 94026

Description	Qty	Price	Net	Tax	Total
12V 7AMP BATTERY	2	\$19.92	\$39.84	\$0.00	\$39.84
SERVICE CALL ON FIRE SYSTEM	1	\$175.16	\$175.16	\$0.00	\$175.16

<b>TOTALS</b>	<b>\$215.00</b>	<b>\$0.00</b>	<b>\$215.00</b>
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For Service Provided As Per Work Order Number 112620  
Need to order transformer 120vac 85va Basler Electric . Found  
facp without any back up or primary power again.  
Checked 120vac power at transformer .it was present but no 24vac  
power from transformer to main facp board.  
Need to return with especial order part .temporarily powered from  
new batteries that I  
Installed (2 new Power Sonic PS1270F1 battery. )  
Not sure how long it will power system in standby but customer  
needs to resolve the power issue from last time that the system  
was temporarily left using power pig tail plugged into power strip  
and exterior annunciator disconnected so it will not bother  
neighbors .  
Note: system in trouble condition at time of departure.  
I was onsite for 30 min.

Signed by: No property management onsite to sign

Invoice auto transferred from SubscriberID 21097

Invoice Number

500109

Sale Date

9/12/2014

Due Date

10/31/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

Service Address

ATHERTON FINANCIAL, LLC.  
SHELBY HO  
1906 EL CAMINO REAL  
MENLO PARK, CA 94026

Description	Qty	Price	Net	Tax	Total
36V 85VA YEL-YEL PRIMARY TRANSFORER	1	\$38.97	\$38.97	\$0.00	\$38.97
SERVICE CALL ON FIRE SYSTEM	1	\$278.97	\$278.97	\$0.00	\$278.97

<b>TOTALS</b>	<b>\$317.94</b>	<b>\$0.00</b>	<b>\$317.94</b>
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For Service Provided As Per Work Order Number 112941  
Found facp with no ac power or dc power  
Replaced transformer with new 120vac 85va Basler Electric .  
Removed temporary pig tail cord to power strip and reconnected  
transformer 120vac wiring to dedicated circuit wiring.  
Plugged in existing batteries installed on 9/8/14 which should  
charge back up to normal.  
Tested signals checked all voltage .  
Ac input voltage at transformer at 120.5vac .  
Reconnected power wire to exterior remote annunciator.  
System restored and normal at departure.  
Signed by: No property management onsite to sign

Invoice auto transferred from SubscriberID 21097

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : GUGGENHEIM REALTY GROUP INC



Invoice Number 500109

Bill Payer ID: 28185

(Primary) CSID:

Date Remitted

Acct. Bal. \$2,019.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number

Name On Card

Signature

Billing Zipcode

Exp Date

Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 500109



Invoice Number

501446

Sale Date

9/30/2014

Due Date

10/30/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total
Finance/Late Charges	1	\$31.50	\$31.50	\$0.00	\$31.50

Late fee assessed on invoice # 488146 due on 8/31/2014 with an outstanding balance of \$106.50  
Late fee assessed on invoice # 488508 due on 7/31/2014 with an outstanding balance of \$287.12  
Late fee assessed on invoice # 488509 due on 7/31/2014 with an outstanding balance of \$286.34  
Late fee assessed on invoice # 488593 due on 7/31/2014 with an outstanding balance of \$345.00  
Late fee assessed on invoice # 491541 due on 8/1/2014 with an outstanding balance of \$106.50  
Late fee assessed on invoice # 493652 due on 8/1/2014 with an outstanding balance of \$115.00  
Late fee assessed on invoice # 495532 due on 9/1/2014 with an outstanding balance of \$106.50  
Late fee assessed on invoice # 497696 due on 8/28/2014 with an outstanding balance of \$214.03  
Late fee assessed on invoice # 498315 due on 9/9/2014 with an outstanding balance of \$215.00  
Late fee assessed on invoice # 500109 due on 9/12/2014 with an outstanding balance of \$317.94

Late Charges are computed at an Annual Rate of 18.00% and  
subject to a minimum charge of \$5.00

<b>TOTALS</b>	<b>\$31.50</b>	<b>\$0.00</b>	<b>\$31.50</b>
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-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Invoice Number 501446

Bill Payer ID: 24283

(Primary) CSID:

Date Remitted

Acct. Bal. \$516.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number

Name On Card

Billing Zipcode

Exp Date

Card ID

Signature

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 501446

Invoice Number 499717  
Sale Date 10/1/2014  
Due Date 10/1/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total
MONITORING OF LEASED FIRE ALARM SYSTEM BILLED MONTHLY IN ADVANCE For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 10/01/2014 to 10/31/2014 inclusive.	1	\$72.00	\$72.00	\$0.00	\$72.00
FIRE ALARM INSPECTION FEE BILLED MONTHLY FOR SEMI ANNUAL INSPECTIONS For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 10/01/2014 to 10/31/2014 inclusive.	1	\$34.50	\$34.50	\$0.00	\$34.50
TOTALS		\$106.50	\$106.50	\$0.00	\$106.50

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Invoice Number 499717

Bill Payer ID: 24283

(Primary) CSID:

Date Remitted

Acct. Bal. \$516.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number Billing Zipcode

Name On Card Exp Date

Signature Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 499717

Invoice Number 505993  
Sale Date 10/31/2014  
Due Date 10/31/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total
Finance/Late Charges	1	\$6.39	\$6.39	\$0.00	\$6.39
Late fee assessed on invoice # 488146 due on 9/30/2014 with an outstanding balance of \$106.50					
Late fee assessed on invoice # 491541 due on 9/30/2014 with an outstanding balance of \$106.50					
Late fee assessed on invoice # 495532 due on 9/1/2014 with an outstanding balance of \$106.50					
Late fee assessed on invoice # 499717 due on 10/1/2014 with an outstanding balance of \$106.50					
Late Charges are computed at an Annual Rate of 18.00% and subject to a minimum charge of \$5.00		TOTALS	\$6.39	\$0.00	\$6.39

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Acct. Bal. \$516.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number   
Name On Card

Signature

Invoice Number 505993  
Bill Payer ID: 24283  
(Primary) CSID:  
Date Remitted

Billing Zipcode   
Exp Date   
Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 505993

Invoice Number 506165  
Sale Date 10/31/2014  
Due Date 10/31/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

Description	Qty	Price	Net	Tax	Total
Finance/Late Charges	1	\$26.71	\$26.71	\$0.00	\$26.71
Late fee assessed on invoice # 488508 due on 9/30/2014 with an outstanding balance of \$287.12					
Late fee assessed on invoice # 488509 due on 9/30/2014 with an outstanding balance of \$286.34					
Late fee assessed on invoice # 488593 due on 9/30/2014 with an outstanding balance of \$345.00					
Late fee assessed on invoice # 493652 due on 9/30/2014 with an outstanding balance of \$115.00					
Late fee assessed on invoice # 497696 due on 9/30/2014 with an outstanding balance of \$214.03					
Late fee assessed on invoice # 498315 due on 9/30/2014 with an outstanding balance of \$215.00					
Late fee assessed on invoice # 500109 due on 9/12/2014 with an outstanding balance of \$317.94					
Late Charges are computed at an Annual Rate of 18.00% and subject to a minimum charge of \$5.00			TOTALS		
			\$26.71	\$0.00	\$26.71

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : GUGGENHEIM REALTY GROUP INC



Acct. Bal. \$2,019.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number   
Name On Card

Signature

Invoice Number 506165

Bill Payer ID: 28185

(Primary) CSID:

Date Remitted

Billing Zipcode

Exp Date

Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 506165



Invoice Number

503783

Sale Date

11/1/2014

Due Date

11/1/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

Description	Qty	Price	Net	Tax	Total
MONITORING OF LEASED FIRE ALARM SYSTEM BILLED MONTHLY IN ADVANCE For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 11/01/2014 to 11/30/2014 inclusive.	1	\$72.00	\$72.00	\$0.00	\$72.00
FIRE ALARM INSPECTION FEE BILLED MONTHLY FOR SEMI ANNUAL INSPECTIONS For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 11/01/2014 to 11/30/2014 inclusive.	1	\$34.50	\$34.50	\$0.00	\$34.50
TOTALS		\$106.50	\$0.00	\$106.50	

Return Stub Below

Please return this portion of your invoice with your payment. Thank you!

Customer : GUGGENHEIM REALTY GROUP INC



Invoice Number 503783

Bill Payer ID: 28185

(Primary) CSID:

Date Remitted

Acct. Bal. \$2,019.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number

Name On Card

Billing Zipcode

Exp Date

Card ID

Signature

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 503783

Invoice Number 509525  
Sale Date 11/30/2014  
Due Date 11/30/2014

ACE MANAGEMENT CORPORATION  
3218 EAST HOLT AVE  
WEST COVINA, CA 91791

Description	Qty	Price	Net	Tax	Total	
Finance/Late Charges	1	\$5.00	\$5.00	\$0.00	\$5.00	
Late fee assessed on invoice # 491541 due on 9/30/2014 with an outstanding balance of \$106.50						
Late fee assessed on invoice # 495532 due on 10/31/2014 with an outstanding balance of \$106.50						
Late fee assessed on invoice # 499717 due on 10/1/2014 with an outstanding balance of \$106.50						
Late Charges are computed at an Annual Rate of 18.00% and subject to a minimum charge of \$5.00			<b>TOTALS</b>	\$5.00	\$0.00	\$5.00

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : ACE MANAGEMENT CORPORATION



Acct. Bal. \$516.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number   
Name On Card

Signature

Invoice Number 509525

Bill Payer ID: 24283

(Primary) CSID:

Date Remitted

Billing Zipcode

Exp Date

Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 509525

Invoice Number **509702**  
Sale Date 11/30/2014  
Due Date 11/30/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

Description	Qty	Price	Net	Tax	Total
Finance/Late Charges	1	\$26.31	\$26.31	\$0.00	\$26.31

Late fee assessed on invoice # 488508 due on 10/31/2014 with an outstanding balance of \$153.91  
Late fee assessed on invoice # 488509 due on 9/30/2014 with an outstanding balance of \$286.34  
Late fee assessed on invoice # 488593 due on 10/31/2014 with an outstanding balance of \$345.00  
Late fee assessed on invoice # 493652 due on 10/31/2014 with an outstanding balance of \$115.00  
Late fee assessed on invoice # 497696 due on 10/31/2014 with an outstanding balance of \$214.03  
Late fee assessed on invoice # 498315 due on 10/31/2014 with an outstanding balance of \$215.00  
Late fee assessed on invoice # 500109 due on 10/31/2014 with an outstanding balance of \$317.94  
Late fee assessed on invoice # 503783 due on 11/1/2014 with an outstanding balance of \$106.50

Late Charges are computed at an Annual Rate of 18.00% and  
subject to a minimum charge of \$5.00

<b>TOTALS</b>	<b>\$26.31</b>	<b>\$0.00</b>	<b>\$26.31</b>
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-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : GUGGENHEIM REALTY GROUP INC



Acct. Bal. \$2,019.74 Amount Remitted

Payment Method Check ☐ Check Number

Charge\* ☐ Card Number

Name On Card

Signature

Invoice Number 509702

Bill Payer ID: 28185

(Primary) CSID:

Date Remitted

Billing Zipcode

Exp Date

Card ID

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 509702

Invoice Number 507993  
Sale Date 12/1/2014  
Due Date 12/1/2014

GUGGENHEIM REALTY GROUP INC  
TIM TOM  
595 MILLICH DRIVE SUITE 101  
CAMBELL , CA 95008

Description	Qty	Price	Net	Tax	Total
MONITORING OF LEASED FIRE ALARM SYSTEM BILLED MONTHLY IN ADVANCE For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 12/01/2014 to 12/31/2014 inclusive.	1	\$72.00	\$72.00	\$0.00	\$72.00
FIRE ALARM INSPECTION FEE BILLED MONTHLY FOR SEMI ANNUAL INSPECTIONS For: ATHERTON FINANCIAL, LLC. at 1906 EL CAMINO REAL MENLO PARK, CA 94026 Period Covered: 12/01/2014 to 12/31/2014 inclusive.	1	\$34.50	\$34.50	\$0.00	\$34.50
TOTALS		\$106.50	\$106.50	\$0.00	\$106.50

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : GUGGENHEIM REALTY GROUP INC



Acct. Bal. \$2,019.74 Amount Remitted

Payment Method Check ☐ Check Number

Invoice Number 507993

Bill Payer ID: 28185

(Primary) CSID:

Date Remitted

Charge\* ☐ Card Number

Name On Card

Billing Zipcode

Exp Date

Card ID

Signature

\*Please Note : If paying by charge card, we can only accept payment by : American Express, Discover, Mastercard, Visa  
Please remit to : HUE & CRY, INC. / SC, P.O. BOX 548, ANDERSON, CA 96007

Inv No. 507993

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **NOTICE OF MOTION AND MOTION FOR ORDER (1) AUTHORIZING DISBURSEMENT OF FUNDS TO CREDITORS; AND (2) DISMISSAL OF BANKRUPTCY CASE; DECLARATION OF BENJAMIN KIRK** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **December 24, 2014**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Douglas G Boven dboven@reedsmith.com, gsandoval@reedsmith.com
- Christopher D Crowell ccrowell@frandzel.com, efiling@frandzel.com;shom@frandzel.com
- Michael G Fletcher mfletcher@frandzel.com, efiling@frandzel.com;shom@frandzel.com
- David B Golubchik dbg@lnbyb.com, dbg@ecf.inforuptcy.com;stephanie@lnbyb.com
- Jeffrey S Kwong jsk@lnbyb.com
- Queenie K Ng queenie.k.ng@usdoj.gov
- Laura Palazzolo laura.palazzolo@berliner.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Reed S Waddell rwaddell@frandzel.com, efiling@frandzel.com;sking@frandzel.com

**2. SERVED BY UNITED STATES MAIL:** On **December 24, 2014**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **December 24, 2014**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Hon. Thomas B. Donovan **Served By Attorney Service**  
United States Bankruptcy Court  
255 E. Temple Street, Suite 1352 / Courtroom 1345  
Los Angeles, CA 90012

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

December 24, 2014

Lourdes Cruz

/s/ Lourdes Cruz

Date

Type Name

Signature

Label Matrix for local noticing  
0973-2

Case 2:14-bk-27223-TD  
Central District Of California  
Los Angeles  
Wed Dec 24 11:11:28 PST 2014

ThyssenKrupp Elevator  
in care of CST CO INC  
PO Box 224768  
Dallas, TX 75222-4768

American REO Solutions LLC  
2804 Gateway Oaks Drive #200  
Sacramento, CA 95833-4346

California Water Service Company  
PO Box 940001  
San Jose, CA 95194-0001

Employment Development Dept.  
1525 S. Broadway  
Room 223  
Los Angeles, CA 90015-3030

Golden State Granite & Marble Inc.  
114 S. Amphlett Bl.  
San Mateo, CA 94401-2941

Immix Leasing  
1833 Walter Drive  
Los Banos, CA 93635-5231

North America Capital LLC  
126 Atherton Avenue  
Atherton, CA 94027-4021

(p)PACIFIC GAS & ELECTRIC COMPANY  
PO BOX 8329  
STOCKTON CA 95208-0329

(p)CALIFORNIA STATE BOARD OF EQUALIZATION  
ACCOUNT REFERENCE GROUP MIC 29  
P O BOX 942879  
SACRAMENTO CA 94279-0029

Atherton Financial Building LLC  
3592 Rosemead Blvd  
Suite 325  
Rosemead, CA 91770-2053

Los Angeles Division  
255 East Temple Street,  
Los Angeles, CA 90012-3332

Bank SinoPac  
355 South Grand Avenue  
Ste 4168  
Los Angeles, CA 90071-3100

David & Cathy Tsang  
758 Loyola Drive  
Los Altos, CA 94024-5918

Franchise Tax Board  
Special Procedures  
POB 2952  
Sacramento, CA 95812-2952

Great Vista Real Estate Invest Corp  
250 Selby Lane  
Atherton, CA 94027-3931

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

Office of the U.S. Trustee  
915 Wilshire Blvd., Suite 1850  
Los Angeles, CA 90017-3560

Recology San Mateo County  
PO Box 514230  
Los Angeles, CA 90051-4230

Sunshine Valley LLC  
Attn: Benjamin Kirk  
2648 E WORKMAN AVE STE 238  
West Covina, CA 91791-1604

Bank SinoPac, Los Angeles Branch  
c/o Frandzel Robins Bloom & Csato, L.C.  
6500 Wilshire Blvd 17th Flr  
Los Angeles, CA 90048-4904

AT&T  
PO Box 5025  
Carol Street, IL 60197-5025

COMCAST  
PO Box 34227  
Seattle, WA 98124-1227

Discount Plumbing & Rooter Company  
1330 Valota Road  
Redwood City, CA 94061-2156

Fry's Electronics  
1077 East Argues Avenue  
Sunnyvale, CA 94085-3902

Hue & Cry Inc  
PO Box 548  
Anderson CA 96007-0548

Noosphere Ventures  
1906 El Camino Real  
Atherton, CA 94027-4129

PG&E  
Box 997300  
Sacramento, CA 95899-7300

San Mateo County Treasurer  
and Tax Collector  
555 County Center #1  
Redwood City, CA 94063-1665

TelePacific Communications  
PO Box 526015  
Sacramento, CA 95852-6015

Washington Capital Management LLC	David B Golubchik	David & Cathy Tsang
2804 Gateway Oaks Drive #200	Levene Neale Bender Rankin & Brill LLP	c/o Berliner Cohen
Sacramento, CA 95833-4346	10250 Constellation Blvd Ste 1700	10 Almaden Blvd.
	Los Angeles, CA 90067-6253	11th Floor
		San Jose
		San Jose, Ca 95113-2226

Jeffrey S Kwong  
Levene Neale Bender Yoo & Brill LLP  
10250 Constellation Blvd Ste 1700  
Los Angeles, CA 90067-6253

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service	Pacific Gas and Electric Company	State Board of Equalization
Insolvency I Stop 5022	PO Box 8329	P.O. Box 942879
300 N. Los Angeles St., #4062	c/o Bankruptcy Department	Sacramento, CA 94279-0001
Los Angeles, CA 90012-9903	Stockton CA 95208	

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Intero Real Estate Serv	(u)Levene Neale ender Yoo & Brill LLP	(u)Noosphere Ventures LLC
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(d)ThyssenKrupp Elevator Corporation	End of Label Matrix	
in care of CST CO INC	Mailable recipients	36
PO Box 224768	Bypassed recipients	4
Dallas, TX 75222-4768	Total	40